

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

High End Multi Processing, LLC

Plaintiff,

v.

Cannabis Refinery Leasing, Inc. and
Applied Extracts Inc.

Defendants

Case No. 3:19-cv-00199-FJS-DEP

**PLAINTIFF'S ANSWER TO
DEFENDANTS'
COUNTERCLAIMS**

Plaintiff High End Multi Processing, LLC, by and through its attorneys
Coughlin & Gerhart, LLP, for its Answer and Defenses to Defendants'
counterclaims, states as follows:

COUNTERCLAIM I SECTION OF DEFENDANTS' COUNTERCLAIMS

1. Plaintiff lacks sufficient information to admit or deny this Paragraph of Defendants' Counterclaims, but believes it to be true upon information and belief.
2. Plaintiff admits the allegations of this Paragraph of Defendants' Counterclaims.
3. Plaintiff admits the allegations of this Paragraph of Defendants' Counterclaims.

4. Plaintiff denies this Paragraph of Defendants' Counterclaims.
5. Plaintiff denies this Paragraph of Defendants' Counterclaims.
6. Plaintiff denies this Paragraph of Defendants' Counterclaims.
7. Plaintiff denies this Paragraph of Defendants' Counterclaims.
8. Plaintiff denies this Paragraph of Defendants' Counterclaims.
9. Plaintiff denies this Paragraph of Defendants' Counterclaims.
10. Plaintiff denies this Paragraph of Defendants' Counterclaims inasmuch as it alleges Plaintiff breached any agreement with Defendants.
11. Plaintiff denies this Paragraph of Defendants' Counterclaims.
12. Plaintiff denies this Paragraph of Defendants' Counterclaims inasmuch as it alleges Plaintiff breached any agreement with Defendants, but lacks sufficient information to form an opinion with respect to Defendant Cannabis Refinery Leasing, Inc.'s ("CRL") alleged damages.

COUNTERCLAIM II SECTION OF DEFENDANTS' COUNTERCLAIMS

13. Plaintiff repeats and incorporates by reference its statements in Plaintiff's Answer to Defendants' Counterclaims Paragraphs 1 through 12 as set forth above.
14. Plaintiff admits the allegations of this Paragraph of Defendants' Counterclaims.
15. Plaintiff denies this Paragraph of Defendants' Counterclaims.

16. The contract between Plaintiff and Defendants speaks for itself.
17. Plaintiff denies this Paragraph of Defendants' Counterclaims inasmuch as it alleges that Plaintiff breached its agreement with the Defendants, or that Defendants properly served Plaintiff pursuant to the terms its agreement with Defendants.
18. Plaintiff denies this Paragraph of Defendants' Counterclaims inasmuch as it alleges Defendants are justified in exercising any remedy for Plaintiff's alleged breach of its agreement with Defendants. Plaintiff lacks sufficient information to admit or deny the remainder of this Paragraph of Defendants' Counterclaims.
19. Plaintiff denies this Paragraph of Defendants' Counterclaims inasmuch as it alleges Defendants are justified in obtaining the relief requested.

PLAINTIFF'S AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Defendants' Counterclaims fail to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff has not breached its agreement with Defendants.

THIRD AFFIRMATIVE DEFENSE

Defendants cannot demonstrate injury, impact or damage as a result of any action

by the Plaintiff.

FOURTH AFFIRMATIVE DEFENSE

Even if Defendants could demonstrate injury, impact or damage as a result of any actions by Plaintiff, Defendants failed to mitigate their damages.

FIFTH AFFIRMATIVE DEFENSE

Defendants' claims are barred by the doctrine of unclean hands.

SIXTH AFFIRMATIVE DEFENSE

Through its representations and actions, Defendants have waived their right to bring a suit against Plaintiff for the subject matter identified in Defendants' Counterclaims.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs conduct was necessary to mitigate its damages as a result of Defendants' breach of their agreement with Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

The award sought by Defendants in Defendants' Counterclaims would unjustly enrich Defendants.

WHEREAS, Plaintiff High End Multi Processing, LLC respectfully requests that this Court issue an order as follows:

- 1) Awarding a judgment in favor of Plaintiff against the Defendants
Cannabis Refinery Leasing, Inc. and Applied Extracts Inc. as requested

- in Plaintiff's Complaint;
- 2) Ordering that each of the Defendants' counterclaims be dismissed with prejudice in their entirety;
 - 3) Such other and further relief as the Court deems appropriate.

Dated: May 1, 2019

COUGHLIN & GERHART, LLP

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